of Alaska, whether the agreement of hire in this case is a contract to be protected, and whether the clearly expressed exclusive character of the federal jurisdiction has been transgressed.

Appleby v. City of New York, 271 U. S. 364, 380;
Coolidge v. Long, 282 U. S. 582, 597.

The method adopted by the California Supreme Court to send its law into the Territory of Alaska is predicated upon the state's control of the status or relationship between the Company and Palma at its inception. Assuming, without conceding, that California may do this despite the express agreement of the parties to the contrary, the difficulty with appellees' contention is this: that Palma's right to compensation was not vested but contingent. Before the injury happened, Palma came within the exclusive application of the Alaska Act. That the Alaska Act is exclusive is clear beyond possibility of doubt or contrary construction, as we shall presently show by the decided cases thereunder.

Assuming that California may, by section 27 of its statute (App. ii),* invalidate a contract of hire exempting an employer from the liability affixed by the California statute, the question is: Can it do so for an injury sustained in a purely extraterritorial employment where the act, having legal application, precludes the operation of any other statute even by agreement of the parties (Alaska Workmen's Compensation Act, sec. 28, p. xi)?

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*Appendix cited as at the end of brief of appellant filed on January 8, 1935.

The Alaska Act, in contemplation of which the agreement of hire was made, is read into the contract to which the act is an incident as if written there in words.

Citizens' Savings Bank v. Owensboro, 173 U. S. 636, 644;

Farmers Bank v. Fed. Reserve Bank, 262 U. S. 649, 660.

Unless California can *ex proprio vigore* give extraterritorial application to its statute and can override the Alaska Act which appellees concede created an obligation for Palma's injury, Palma's right under the California statute was subject to the territorial limitations attached to the right under the California statute, or else he did not take anything under that statute. If the Alaska Act has application, then it necessarily follows that Palma's contingent right under the California statute is by the law of its creation defeasible by the Alaska Act. The Alaska Act is exclusive. Its express provisions leave no room for construction.

Section 10 (App. viii) provides that the right to compensation under it supersedes all rights and remedies now existing either at common law or otherwise, and that *no rights or remedies, except those provided by that act, shall accrue to employees entitled to compensation under it.*

Section 28 (App. xi) provides that no agreement by an employee to waive his right to compensation under the act shall be valid, and that no employer may exempt himself by any contract, agreement, rule, regulation or device from the burdens of the act, and that any such contract, agreement, rule, regulation or device shall be absolutely void.

Section 31 (App. xi) provides that *where the employer has elected to pay compensation according to the terms of the act the employer shall be relieved from liability for recovery of damages or any other compensation for such personal injury.*

The Alaska Workmen's Compensation Act has been before the courts for construction in the following cases:

Johnson v. Kennecott Copper Corp., 5 Alaska Rep. 571, affirmed 248 Fed. 407 (C. C. A. 9th);

Martin v. Kennecott Copper Corp., 252 Fed. 207;

Rogulj v. Alaska Gastineau Mining Co., 288 Fed. 549;

Fern Gold Mining Co. v. Murphy, 7 F. (2d) 613;

Killisnoo Packing Co. v. Scott, 14 F. (2d) 86;

Sunny Point Packing Co. v. Faigh, 63 F. (2d) 921.

The first of these cases construed the exclusive provisions of the Alaska Act as precluding recovery as for a tort in the courts of Alaska.

See, also:

Ellamar Mining Co. of Alaska v. Possus, 247 Fed. 420, 423.

The second case construes the exclusive provisions of the Alaska Act as precluding recovery in the State of Washington for an injury sustained in Alaska where an employer and employee had accepted the Alaska Act. The court says the Alaska statute by express provision supersedes the common law and by comprehensive provisions covers the field of liability for injuries arising out of plaintiff's employment, adding that the plaintiff's right of recovery is statutory and the limitations of the employer and employee are fixed by that act. The court held

the only source of liability is the law of Alaska which determines the extent, citing *Smith v. Condry*, 1 How. 28, 11 L. Ed. 35.

The other cited cases deal with the general effectiveness of the Alaska Act.

Palma was injured within the territorial limits of Alaska in connection with an industry carried on in that territory, and within the scope of the Alaska Workmen's Compensation Act (sec. 41, App. xiii). His injury was self-inflicted and arose out of and in the course of his employment. The rights of the parties, therefore, depend primarily upon the laws of that territory.

See, particularly:

Ormsby v. Chase, 290 U. S. 387;
Martin v. West, 222 U. S. 191;
Atlantic Transport Co. v. Imbrovek, 234 U. S. 52.

If more was required than the locality of the injury in order to give the Alaska Act application thereto, the agreement of hire was sufficient.

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Respectfully submitted,
FRANK D. MADISON,
MARSHALL P. MADISON,
EUGENE M. PRINCE,
FRANCIS GILL,
Attorneys for Appellant.

PILLSBURY, MADISON & SUTRO,
Of Counsel.